

16. That the plaintiff, on, &c. (date), by his bill of exchange, now overdue, directed to the defendant, required the defendant to pay to the plaintiff \$—— sixty days after date; and the defendant accepted the said bill, but did not pay the same.

17. That the defendant, on, &c. (date), by his bill of exchange directed to A., required A. to pay to the plaintiff \$—— sixty days after date; and the said bill was duly presented for acceptance, and was dishonored, of which the defendant had due notice, but did not pay the same.

18. That the plaintiff and defendant agreed to marry one another, and a reasonable time for such marriage has elapsed, and the plaintiff has always been ready and willing to marry the defendant, yet the defendant has neglected and refused to marry the plaintiff.

For breach of promise cases, see *Lewis v. Tapman*, 90 Md. 294; *Sauer v. Schulenberg*, 33 Md. 288.

19. That the plaintiff and defendant agreed by charter party that the plaintiff's ship called the "Daniel Webster" should with all convenient speed sail to L., or so near thereto as she could safely get, and that the defendant should there load her with a full cargo of coffee, or other lawful merchandise, which she should carry to B., and there deliver on payment of freight \$—— per ton, and that the defendant should be allowed ten days for loading, and ten days for discharge, and ten days for demurrage, if required, at \$—— per day; and that the plaintiff did all things necessary on his part to entitle him to have the agreed cargo loaded on board the ship at L., and that the time for so doing has elapsed, yet the defendant made default in loading the agreed cargo.

20. That the defendant warranted a horse to be then sound and quiet to ride, and thereby sold the said horse to the plaintiff yet the said horse was not then sound and quiet to ride.

A declaration held to be in conformity with this sub-section. *McCeney v. Duvall*, 21 Md. 185.

21. That the plaintiff let to the defendant a house No. 200 Market street, in the city of Baltimore, for four years, to hold from —— day of ——, at \$—— a year, payable quarterly, of which rent —— quarters are due and unpaid.

22. That the plaintiff by deed let to the defendant a house on Patrick street, Frederick, in —— county, for seven years, from the —— day of ——, and the defendant, by the said deed, covenanted with the plaintiff, well and substantially to repair the said house during the said term (according to the covenant), yet the said house was, during the said term, out of good and substantial repair.

23. That the plaintiff and defendant by their agreement in writing referred the matters therein mentioned to arbitrators, and the arbitrators have made their award in writing, *that the defendant pay the plaintiff the sum of \$——*, which the defendant has failed to do.